

FAMILY SEWING MACHINES. A NEW STYLE FOR \$50.

ORS OF THE AMERICAN PRESS RESPECTING THE GROVER & "Risers only to be seen to be appreciated." [Phren. Jon Adapted for woolens, linen or cottom." [Am. Monthly. We he drover a Baker's heat." [Ladies' Wreath. Which heat? Grover & Baker's." [N. Y. Dispatch. Suprier to all others." [N. Y. Mercury. **We have so he estation in recommending it." [N. Y. Express
"It reports to respecting." [N. Y. Evangelist.
"For family use they are unrivaled." [N. Y. Daily News. *Tee finily use they are unrivaled." [N. Y. Dally News.
*Rep see a seam that with not up." [N. Y. Courier.
*R performs notify and *apeditionaly." [N. Y. Examiner.
*Eemarkshie for the elasticity of seam." [Police Gozette.
*Well adapted to all kinds of family sewing." [N. Y. Obs.
*Best adapted for family use." [N. Y. Day Book.
*We so not hesitate to recommend it." [N. Y. Coronicia.
*The was strongly and does not rip." [Life Hustrated. *hews strongly and does not rip." [Life Illustrated.

*The prince of inventions." [Protestant Churchman.

*Ris woman's best friend." [N. Y. Weekly News.

*We give our preference to Grover & Baker's." [Student. *The gost blessed invention of modern times." [Moth Mag
*Runtes a pleasure of toll." [N. Y. Evening Post.
*The favorite for family use." [Brooklyn Star. "We highly appreciate their value." [American Missionary. *fragreat merit is in its poculiar etitch." [Family Circle *We attest its simplicity and durability." [National Mag "Admitted to be the best extant." (Virgiula Argus *Very superior—will not rip." [Maysville Eagle.
*Is managed with perfect ease." [Fonda Sentinel.
*It finishes its work where it stops." [Christian Secretary. "The best for family use."
"Works more completely than any other."
"Is not liable to get out of repair."

[Ve "le not hable to get out of repair." [Vergennes Citizen.
"le scapted to all home requirements." [Dover Enquirer. "A very pretty piece of furniture." [Machias Union.
"Sews with a forty-mainstress power." [Rockland Gazette. "Nothing can be more perfect."
"The most ingenious and neeful." [Southbridge Press. [Nantucket Mirror. [Salem Observer. [Chicopee Journal. Sews silk or cotton from ordinary spools." [Haverhill Gaz "The work it does will not rip." [Amesbury Villager. "A most admirable invention." [Boston Courier.
"They are enjoying universal favor." [N. O. Picayune. "Superior to any now manufactured." [N. O. Picayone.
"Superior to any now manufactured." [N. O. Deita.
"Will do more work than a dozen hands." [Wash Union. "It sews everything." [Boston Watchman.
"The best of the kind ever invented." [New-flaven Reg. "There can be no competition with them." [N.O. T. Deita.
"We give preference to Grover & Baker's." [Bost. S. E. Gaz. "They superiority is acknowledged." [Indianapolis Jour.
"They require no adjusting of machinery." [Pail. City Item. "It fast-ne its own end." [Nashville News.
"The best machine yet introduced." [Jackson Standard. "Is easier sept in order than any other." [Wool Grower.
"The best machine in the United States." [Bail-ton Jour.
"This invention is a biessing to all." [Middleboro' Gazette. nover & Buker's are superior to any others." [Boston Adv. "Every family should have one." [Oswego Times.
"Does better sewing than by hand" [Pottsville Journal.

Has given entire satisfaction." [Flushing Times. [Elmira Gazette. [New-England Farmer. "It is strong and durable."
"The best gift to woman."

"Every bone abould have a Grover & Baker." | Newton Reg.
"Remakes woman to escape drudgery." | Newburgh Gazette.
"The nost successful invention." | Binghamton Republican

[Goshen Democrat.

The best gift to woman." [Ohio Farmer.
"A perpetual source of joy to the home circle." | Kingston Republican. "The best in the market." [Middletown Press.
"A bestiful parlor ornament." [Poughkeepsie Telegraph. "It was a seam that will not rip." [Belvidere Intelligencer,
"Fach stitch is undependently locked." [De Bow's Journal. [Baltimore Patriot. [Puritan Recorder. "The strict is cost benetiful" [Ashtabula Telegraph. "A household recessity." [Satavia Herald.
"Grover & Baker's is unrivalled." [Brockport Advertiser. Meets the wants of the housewife." [Auburn Christian Ad, A necessity in the family." [Southern Inventor. "The best patent now in use." (Easton Whig. "The ceres parent not in use." [Baldwinsville Gazette.
"They are the best in use." [Waterford Sentinel.
"Grover & Baker baye the best improvements." [Hunt. Jour They are the best in me.," [Wasterford Sentine].

"Grever & Baker bave the best improvements." [Hunt. Jour "Not Inside to get out of order." [Westchester Jeder counts."]

The most convenient in use." [Clinogo News Letter Pleasands more advantages than any other." [Nash. Greatte. All acticles are made with it with ease." [Hasands Oas. Lightens the labor of those at home. "Ploughman "A child of ten years may use it." [Farmer and Visitor, "Will do most be soutful sewing." [Alleutown Democrat. It will not get out of order." [Springfeld Nonpariel. It is a fire d of sunneignation to woman." [Elizabeth Journal. It is a fire d of sunneignation to woman." [Elizabeth Journal. Will do all the sewing of a family. [Oawego Paliarium. Sees. with incitity all time of intread." [Nash Parifot. It was from or aliany spools." [Lancaster Examiner.

Commend as to strove & Baker's. Springfield Nonpariel it is a deed of suxneipation to woman. Springfield Nonpariel it is a deed of suxneipation to woman. History of the best of the surface of the surfa

OFFICES OF SALE AND EXHIBITION. No. 433 BROADWAY, NEW-YORK,

No. 18 SUMMER-ST., BOSTON. No. 750 CHESTNUT-ST., PHILADELPHIA. No. M WEST FOURTH-ST., CINCINNATL No. 27 FOURTH-ST., ST. LOUIS.

No. 166 LAKE-ST., CHICAGO. No. 143 JEFFERSON-ST., DETROIT. AGENCIES in all the principal Cities and Towns in Legal.

IN PURSUANCE of an order of the Surrogate of the County of New York, notice is hereby given to all persons liaving claims sgainer MICHAEL McCORMICK, loss of the City of New York, decreased, to prosent the same, with two schers, thereof to the subscribers, at the office of James W. White, No. 31 Liberty street, in the City of New York, on or before the twenty-stath day of March next.—Dated, New York, the 24th day of Septen her, HSM.

JAMES MOGRE, Executors, &c., of Missaid lawfurf. JOHN F. CLARK, Schael McCormick, dec.

IN PURSUANCE of an order of the Surrogate of IN PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons Laving claims against the estate of HENRY H. BARCLAY, late of the City of New-York, deceased, to present the same, with voncient thereof, to the subscriber, at the office of Rutherland & Embree, No. 5! Wall street, in the City of New-York, on or before the seventeenth day of March next.—Daced New-York, the minth day of September, 1839.

WALTER C. BARCLAY, Administrator, &c. sep10 law@m.Fr.

In PURSUANCE of an order of the Surrogate of the County of New-York, notice is hereby given to all persons having claims against SAMUEL RELLET, late of the City of New York, Broker, decreased, to present the same, with whether thereof, to the subscribers, at the office of Rogers & Woodman, No. 42 Williamest, in the City of New York, on or before the ninth day of April next.—Dated, New York, the 36th day of Setember, 183.

before the ninth day of April next.—Dated, New York, t day of September, 1822. EMELINE KELLEY, Administratrix, OI law6mF.

N PURSUANCE of an order of the Surrogate of the County of New York, notice is bereby tiven to all persons having claims against RUSSELL W. GLASTER, late of the City of New York, casiker, deceased, to present the same with younders the tree it to the Subscriber, at the office of Charles H. Glover, No. 37 Wallest, in the City of New York, on or before the first day of April next.—Dated New-York, the 23d day of September, 1538.

PHEBE GLASTER,

Administratrix.

NEW-YORK SUPREME COURT.-City and NEW-YORK SUPREME COURT.—City and County of New-York—NATHANNEL L. MCCREADY, JOHN W. MOTT and JAMES H. BRUNDAGE, ander THE FARMERS and MECHANICS INSURANCE COMPANY of PHILADELPHIA, Alexander Duncan, West Sherman, Whitiam B. Duncan, Charles H. Dabrey, Leftus Wood, Charles W. Ford, Albert Drummond, Charles W. Ford, Albert Drummond, Charles Williams, Jr., Charles H. Edwards, J. Stonly, — Maiford, Isaac C. Hall, James H. Myrick, The New-York Belting and Packing Company, Elizor Ward and John H. Gilbert.—To the above-named Debudants, or to either of them: You are bereby summoned and required to answer the complaint in this action, which will be fined in the office of the Clerk of the City and County of New-York, at the City Hall, in the City of New-York, and to serve a copy of your answer to the said complaint on the subscribers at their office No. 11t Broadway, New-York City, within twenty days after the service of this summons on you, exclusive of the day of such service of this summons on you, exclusive of the day of such service of this summons on you, exclusive of the day of such service of this summons on you, exclusive of the day of such service of this summons on the complaint within the time aforesaid, the plaint fise in this action will apply to the court for the relief demanded in the complaint.—Dated June 19, 1832.

Yours, &c., J. D. & T. D. SHERWOOD, Plaintiffs' Attractys, N. B. Said complaint was filed Sept. 39, 1852. of lawdwf

N. B. Said complaint was filed Sept. 30, 1839. ol lawdwF

N. B. Said complaint was filed Sept. 39, 1859. of lawfwF

SUPREME COURT, City and County of New-New-York.—THOMAS WILLIAMS, jr., against THE
FARMERS AND MECHANICS INSURANCE, COM-PANY OF PHILADELPHIA, Alexander Dumean, Watts
Sherman, William B. Dumean, Charles H. Dainey, Lottus
Wood, Cherles W. Ford, Athert Drammond, Charles Lawfer,
Aaron A. Derraw, The Atlantic Mutual Insurance Company of
the City of New York, Daniel L. Starges, Nathaniel L. McCready,
John W. Mett, Jemes H. Brundage, Chailes H. Edwards, J.
Stanley Mulford, Isaac C. Hall, James H. Myrick, The NewYork Belling and Packing Company, Elizar Ward and John H.
Gilbert.—To the above-tamed Defendants, or to either of them:
You are hereby summoned and required to answer the comjoint in this action, which will be filed in the office of the Clerk
of the City and County of New York, and to serve a copy of
your answer to the said complaint on the subscribers at their
office, No. 111 Broadway, New York City, within twenty days
after the service of this gummons on you, exclusive of the day
of such service, and 18 you fail to answer the said complaint
within the time sforesaid, the plaintiffs in this action will apply
to the Court for the relief demanded in the complaint.—Dated
June, 19, 1828, Yours, &c., J. D. & T. D. SHERWOOD,
of lawfor P. S.—Said complaint was filed September 39, 1852. of lawfwF Plaintiff a Attorney.
P. S - Said complaint was filed September 39, 1856.

June, 19, 1852. Yours, &c., J. D. & T. D. SHERWOOD, et l'answer
P. S.—Said complaint was filed September 39, 1852.

SUPREME COURT—City and County of New-York.—CORNELIUS BAKER and HENRY M. BAKER against WILLIAM FLAGG.—Summods for money demand on contract. (Com. not Ser.)—To the defendant above named; You are is-rely summoned and required to answer the complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York, at the City Hall, in the City of New York, and to serve a copy of your answer to the said complaint on the subscribers at their office, at number 40 Wall street, in said city, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fall to answer the said complaint within the time aforesaid, the plaintiffs in this action will take judgment against you for the sum of seven hundred and fifty dollars, with interest from the second day of December, one thousand eight hundred and fifty seven, beside the costs of this action.—Dated September 10, 1858.

SCHELL, SLOSSON & HUTCHINS,
The complaint in this action was filed in the office of the Clerk of the City and County of New-York on the 18th day of Septem ber, 1858.

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SCHELL, SLOSSON & HUTCHINS,
The complaint in this action, which will be filed in the office of the Clerk of the City and County of New-York, at the City Hall in said city, and to service and the summons on you, exclusive of the day of such service; and it you fail to answer the said complaint in this action, which will be filed in the office of the Clerk of the City and forty-four cents, with interest from the fourth day of May, one thousand eight hundred and fifty-sight, beside the coats of this action, which will be filed in the office of the Clerk of the complaint within the time aforesaid, the plaintiffs in this action was filed in the office of the Clerk of the sum of six h

Sio lawfow?*

W. WELLS, Plaintiffs' Attorney.

SUPREME COURT, County of New-York.—

JONATHAN FAITOUTE assist JOHN W. McGUIRE,
BENJAMIN D. EVANS, DAVID HISCOX and — his wife,
JAMES M. GRIFFIN and PETER B. AMORY.—To the Defendans, BENJAMIN D. EVANS. You are hereby summoned
and required to answer the complaint in this action, which is
filed in the office of the City and County of NewYork at the City Hall in the City of New-York, on the 4th day
of Anjust, 1585, and to serve a copy of your answer to the said
complaint on the subscriber at his office, No. 6it Wallistreet, in
the City of New-York, within twenty days after the service of
this summons on you, exclusive of the day of such service; and
if you fail to answer the said complaint within the time aforesaid,
the plaintiff in this action will apply to the Court for the relief
dermanded in the compaint.—Dated New-York, August 4, 1858.
SI iswew F. R. H. BOWNE, Plaintiff's Attorney.

CULPREME COURT.—JOHN F. CUNNING-

SUPREME COURT.—JOHN F. CUNNING-SUPREME COURT.—JOHN F. CUNNING—
HAM against G. W. PIRDY.—Sammons for money demand on contract—(Com. not served.)—To G. W. PURDY. You are hereby summoned and required to answer the compilant in this action, which will be filed in the office of the Citrk of the City and County of New-York, at the City Hall in said City, and to serve a copy of your answer to the said complaint on the subscribet at his office, No. 40 Park-row, in said city, within twenty days after the service of this summons on you, exclusive of the day of such service; and if you fail to answer the said complaint within the time afore-aid, the plaintiff will take judgment against you for the sum of cirbly dollars with interest from the 21th day of such service; and if you fail to answer the said complaint you for the sum of cirbly dollars with interest from the 21th day of July, one thousand eight hundred and fifty-six, beside the costs of this action.—Dated August 19, 1856.

H. S. LINCOLN, Plaintiff's Attorney.

The defendant above mamed will take notice that the complaint in the said action was filed in the office of the Cirk of the City and County of New York, on the Sitt day of August, 1858.

New-York Daily Tribune. LETTERS FROM THE PEOPLE

THE BURNING OF THE PALACE.

THE BURNING OF THE PALACE.

To the Editor of The S. Y. Tribune.

Sir: I was at the Palace Tuesday afternoon, as the representative of Messrs. Wendt & Seymour, manufacturers of shears and seissors, No. 31 Gold street. As I was passing through the Forty-second street side near the north nave, I perceived a strong smell of gas. It was my intention to mention the matter to those in charge, but before I had time to do so the alarm of fire was given. Then all became confusion and hurry, ladies and children running to and fro in the upper part in great consternation, and many unable to find their way down stairs. I followed the crowd and got safely to the bottom and ran to render what assistance I could to the fire engines, thinking they were placed there to act upon the instart, and had such preparation been in readiness the fire might have been quickly extinguished. Seeing the fire gain so rapidly to the dome I instantly ran to our cases and secured one containing \$250 worth of shears and seissors, and by the aid of a gentleman I succeeded in saving it. The other case containing should \$250 worth with silver. aid of a gentleman I succeeded in saving it. The other case, containing about \$250 worth, with silver and gold-plated handles, was lost. J. HALLSWORTH.

That the remarkable facilities for the suppression of fire at the Crystal Palace should have been totally neglected by those in charge of that splendid edifice, seems quite unaccountable to common mortals. There were several bydrants inside the Palsee, and, as we are credibly informed, when the building was in the hands of the Receiver, a hose was attached to each hydrant, ready for use in case of emergency. This fire-suppressing apparatus was exclaimed every few days by the gentleman in charge, to see that it was always in order. When the Palace was captured by the city officials, these arrangements for putting out fire were in perfect order. Subsequent to that galant and memorable preformance, the hose was carefully removed from each hydrant, and as carefully packed away in some snug wook or corner out of the way of thieves. Whether this exceedingly brilliant proceeding is to be attributed to the guardians of the city or their accomplished tenants, the managers of the Ameri can Institute, we wot not; but probably the namerous sufferers by the late fire would "admire to know."

The Evening Post says: "The fine display of American watches, exhibited at the Crystal Palace by Appleton, Tracy & Cas, manufactured at Waitham, Mass, were saved by the heroic exercious of Mr. Jacob Smith, who had them in charge. Mr. Smith says that the

dome and ralleries were almost instantly filled with hot, sufficiently smoke, so that within ten minutes after the first alarm be found it in possible to see. At this stage he wind the large case of An aeri an watches and commerced dragging it along the rallery to the staitway by the Fertieth-street cutrance, growing his way on his hands and knews assisted by Mr. Win H. Wilson, who also saved a small case of watches in his care. Mossra Smith and Wilson were nearly anticated when they reached the open sir. The dense fell with a heavy crash while they were arraying in the suicke, which immediately roshed through the enter of the Palace in a vast volume, mingled with finne, presenting a magnificent sight to the rapidly gathering crowd on the autients. For a time great fars were entertained for the safety of Mr. Smith, who was a favorite employee in the Palace, and was smoot the last to leve the burning structure. Great praise is awarded and postly on to this rectitement. The value of property saved by him and his associate was about \$5,000,7

REMARKABLE FORCE OF THE PALACE FIRE. To the Editor of The N. Y. Tribune.

Siz: In your issue of this morning you remark, of the great conflagration of yesterday, "In seventeen minutes from the time that the fire was seen issning from the rooms at the north passage the great dome of the Palace fell, with a tremendons crash, to the

"of the Palace fell, with a tremendous crash, to the
"floor beneath. The noise of the fire was so great
"that it seemed as if so many steam boilers were let"ting off their angry elements," &c.
That you and your readers may have a better idea
of the tremendous force of the flames, as they reshed
up through the open space created by the fall of the
dome, permit me to state the fact that considerable
quantities of the large sheets of tin which formed a
part of the covering of the Palace—measuring 14 by
26 inches, and weighing over eighteen ounces—were
wrenched from their fastenings and carried up to an
immense hight, and, after floating through the air from
25 to 39 minutes, fell to the earth, at various distances

immense hight, and, after floating through the air from 25 to 30 minutes, fell to the earth, at various distances of two to three miles from the Palace! These sheets of tin, when first seen in the air, appeared like mere speck—but as they gradually descended, at an angle of 25 to 30 degrees, were soon discovered to be bodies of considerable size and weight.

The Seventeenth Ward of this city flate Greenpoint) was well sprinkled with these missies, and some are known to have been carried over int the eastern part of Williamsburgh, a distance of at least three miles.

A considerable quantity of melted glass, in various shapes—some in threads of over two feet in length—were picked up from the roofs of houses in Java street, were picked up from the roofs of houses in Java street, over two miles from the Palace, and undoubtedly in

other localities.

Considering the fact that there was little or no wind prevailing at the time of this occurrence, the carrying of sheets of in of such size and weight the distance of on sheers of in of such size and weight the distance of miles, by the mere projectile force of the flanes, is a remarkable illustration of the wonderful expansive power of the atmosphere when in any manner comfined—even in so large an ordnance or mortar as the dome of the Crystal Palace.

Brooklyn, E. D., Oct. 6, 1832.

Wm. Wright.

THE PALACE INCENDIARY.

To the Editor of The N. Y. Tribuse.

Sin: No doubt the name of the incendiary that set fire to the (late) Crystal Palace, and who is reported to have been dressed in black, would be interesting to many of the sufferers by that disastrous event, and be-

to have been dressed in black, would be interesting to many of the sufferers by that disastrous event, and believing I am correct in my deductions, I have no hesitatory in saying his name was Gutta Percha.

A few moments before the alarm of fire was given I was standing on the lower floor in a position which commanded a direct view of the north nave, and my attention was turned that way by hearing some one observe. "They are going to light the gas." And immediately after I heard the cry of "fire, fire" I looked at and supposed it would not amount to much, as I expected the building was fire-proof and that portion on fire would be easily subdued. These thoughts had scarcely crossed my mind when I saw streams of fire like snakes ranning in all directions through the building and setting it on fire nearly as fast as a man could run. The color of the smoke, the intensity of flame, and two or three small explosions, forces the idea to my mind that, to save a few dollars, the gas pipes of the Crystal Palace had only been gutta percha instead of wrought iron tubes; and that shortly after the gas was turned on there was a leak somewhere in rear of the north nave which set fire to the gas tubes, and their being composed of highly inflammable material and heavily charged with gas, was the true and legitimate cause of this lamentable disaster.

With the above ideas as to the causes of the fire yett rdny I visited the ruins, and, as I expected, could not find any iron gas tubes, or other evidences, save

yestering I visited the raises, and, as I expected, could not find any iron gas tubes, or other evidences, save the above, and shall take it for granted such was the case, till I hear a better one.

R. GRAHAM.

New Fork, Oct. 6, 1858.

HOW TO PUT OUT BURNING TAR,

To the Editor of The N. Y. Tribune.

Sik: Having this day read your editorial of the 1st inst., "In the appalling tragedy of the destruction of "the Austria," I have concluded to give you an account of a case that occurred a few years ago. In the month of November, 1850, I sailed from New-Orleans, bound for Boston; there were about 130 passengers, including crew. When about four days out the cholera broke out among the passengers and crew, and the dector ordered the ship to be funnigated with pitch. The second time of funigation the iron chain, heated nearly red hot, set the barrel of pitch in a blaze, which ascended, I should judge, fully six or seven feet high. Being myself looking on at the time, I seized two blankets that were lying in a bunk close at hand, and, throwing them on the flame, completely smothered it out in less than a minute. There was a great call for water, but when it came the fire was choked out by the blankets. I am confident that if water had been thrown on the flame, the ship would have been destroyed. I had been informed by my father (when a boy) that a blanket was the best thing to smother a fire at the commencement of breaking out, consequently I believe the slight knowledge on that point saved the vessel and passengers. The ship was the Silas Leonard, (of Portland, I think), commanded by inst., "In the appalling tragedy of the destruction of saved the vessel and passengers. The ship wa Silas Leonard, (of Portland, I think), command Capt. Thompson, a thorough seaman.

THE DESIGN OF THE CENTRAL PARK.

To the Editor of The N. Y. Tribune.
Sir: An article in The Tribune of yesterday leaves the impression that the original plan of the Central Park has been essentially modified to meet the ideas of Mr. Dillon. I think it but justice to the designers to state that no modifications of the original plan of any importance have been made, and that all the new features which have been incorporated with it were essentially indicated as being a part of the plan which it was not then practicable to show in detail, by Mr. Olmsted, in his first interviews with the members of the Commission and with the Committee on Modifications of the Plan, after the plan presented by Mr. Vaux and himself had been adopted as a basis of operations. What you state to have been the three leading ideas of Mr. Dillon's amendments,—"a ride, a walk, and a drive, each independent of the other,"—were cach and all provided for by action of the Commission upon a report of the Committee on the plan of the Park, after a conference with Mr. Olmsted, which report was presented some weeks before Mr. Dillon presented any modification of the premium plan for the consideration of the Commission. of Mr. Dillon. I think it but justice to the designers

presented any modification of the premium pisator the consideration of the Commission.

No modifications of the plan in accordance with the amendments proposed by Mr. Dillon have been authorized by the Board, and as you will perceive by a recent report of the Architect-in-chief, a copy of which is herewith inclosed, the most valuable features which have been added to the original plan are designed on an essentially different principle from those of Mr. Dillon.

A Member of the Commission.

JIM LANE NOT WHIPPED. To the Editor of The N. Y. Tribune.

Sin: My attention has been called to the following Six: By attention has been called to the collowing editorial contained in your paper of the 25th inst.:

"Jus Lane Warperd.—Jus Lane of Kansas has been brought down to sevel with the G vertion of Missouri. He has been whipping was done by a lawer named Quigley, and occur ed in one of the border fowns of Kansas. Lane was dissatisfied with the threshing, and sent a challenge to Quigley, it was score ed, and a duel was expected."

It seems to me passing strange that you should in-

dorse any statement in reference to me found in a Pro-Slavery or Democratic paper, when it is known to you that for years they have been indulging in publishing that left years have been seen as a superstance of the second suggest to place me in a false position before the country. I venture the assertion that in ninety cases out of every

vertare the assertion that in ninety cases out of every hundred, within the last four years, the recerse of the pretended recitation of facts of these papers in reference to myself would be the truth.

It is so in reference to the personal difficulty to which, I presume, your article refers. While addressing the Probate Court of Deniphan County at Troy, one Rigley aid assault me; but he did not come anywhere near touching my person, nor have I at any time or from any person received a blow since my residence in Kansas.

The assault was promptly and properly punished, and the Judges fined my assailant \$15 for the assault, and fined me \$16 for over-sicking him. For the truth of this statement, I refer you to the Judge and officers of the Court.

The thought of a challenge or duel never entered

The thought of a challenge or duel never entered my mind in connection with the affair. Truth and justice require, as your own history proves, that the statement of Pro-Slavery or Demo-cratic editors against political opponents should be corroborated by other testimony before indorsement; and I trust hereafter you will scrutinize their state-ments in reference to myself before giving them cur-

LAW INTELLIGENCE.

SUPREME COURT-CHAMBERS-OCT. 7.-Before Judge THE LOWBER JUDGMENT.

THE CITY A JUDGMENT DEBTOR.
Rolt W. Lowber at. The Mayor, &c.
Yesterday Mr. Lowber's counsel applied for an order
to examine Mr. Andraw V. Stont, the City Chamberlein, with regard to the ability of the city to pay the
nineunt of the judgment heretofore rendered in favor

amount of the judgment heretofore rendered in favor of Mr. Lowber.

Mr. Whiting objected to the examination, and asked time for the purpose of preparing papers.

Mr. Cortis Noves, counsel for Lowber, stated that it was time that this outside influence sith the judiciary ceased. Much odium had been cast upon Mr. Lowber in consequence of this contract, and yet nothing had been proved against him, and, therefore, in audical point of view, nothing evisted. Mr. Nove. ing rad been proved against sum, and, therefore, in a judicial point of view, nothing existed. Mr. Noyes contended that the examination should go on. If there was any argument, it could not be heard upon affila-vits; and, therefore, any points to be raised should be argued forth with.

The Judge directed the examination to proceed, and

The Judge directed the examination to proceed, and it took place in the adjoining room, as follows:

Question by Mr. Barber-Have you any money in your hands belonging to the defendants, the Mayor, Alderman and Commonalty of the City of New-York! Answer-I have; about \$25,000; it will not vary but a few dollars from that.

Cross-examination—In what capacity do you hold that noney! A. Chamberlain.

Q. To what account is it or dited by you! A. To the account of the City Treasury.

Q. Do you keep any account of the particular appropriations! A. I do with each and every appropriations.

Q. De you keep any account of the particular appropriations? A. I do with each and every appropriation.
Q. To what appropriation does the sum in your hands belong? A. The money is to the credit of the City Treasury subject to the draft of the Mayor, Centreller and Clerk, to be drawn in behalf of any appropriation to the extent of such appropriation; the charter requiring me to keep such account, to see that note of the appropriations get overdrawn.
Q. Do I understand that the money now in your bands is subject to draft for the unexpended appropriations already made? A. It is.
Q. Have you any money in your hands not subject to appropriation? A. I have money to the credit of the Commissioners of the Sinking Fund; I have none other belonging to the city.
Q. Do you speak of appropriations by the Common Council or by act of the Legislature? A. By the act of the Legislature?
Q. Is the am unt of unexpended or unpaid appropriations at this time more or less than the balance in your hands? A. It is more.
Q. From what source does the balance in your hands arise? A. From the issue of revenue bonds in anticipation of the tax of 18.8, and from moneys received this year from the Collector of Taxes.
Re-direct—Q. Can you state how much money you had in your lands belonging to the city on the 12th of June, 1257? A. I cannot answer.
Q. State, if you please, as mearly as you can, how much you have rece ved and how much you have paid out since that date. A. Several millions.
Q. In speaking of appropriations by the Legislature, what act do you refer to l. A. The Annual Tax Law.
Q. Is there money in your hands amounting to about \$225,60, which is applicable to the payment of the verious specific objects mentioned in the Tax act of 1858, as requisitions for such payments are made from time to time? A. It is so held applicable to the payment of the verious specific objects mentioned in the Fax act of 1858, as requisitions for such payments are made from time to time? A. It is so held applicable to the payment of the payment of any suc

payment of any such appropriation.

Re-cross-examination—By weat authority did you make the payments since 1857? A. I made them on the warrants of the Controller against the appro-

printions.

The examination then closed. The parties went before Judge Ingraham, and further proceedings were adjourned till Friday.
DECISIONS,
Russell W. Adams et al. agt. Ephraim N. Wheeler.

Motion granted, with \$10 costs, to abide the event. Theodore W. Marsh et al. agt. John Morgan.—Mo-

Theodorfe W. Mursh et al. abids the event.

tion denied, with \$10 coats, to abids the event.

Theodorfe W. Bayard et al. agt. Jerome B. Fellows.

Motion for continuance and for receiver granted, with \$10 coats, to abide the event.

Before Judge Sutherland.

THE HARLEM RAILROAD CASE.

Daniel W. Whitney et al. agt. The Mayor, &c., and the New-York and Harlem Railroad Company. York and Barlem Radrosa Company.

On the return of the order to show cause in this case to-day, Judge Sutrerland said he wanted the plaintiffs to show the difference between the case in the Common Pleas and the one before the Supreme Court. In his

opinion this interference of one Court with another had gone far enough. Mr. O Coner said the only difference in the papers was an allegation upon information and belief that the present Corporation had been bribed by the railroad companies.

Mr. Field contended that the allegation as stated

Mr. Field contended that the allegation as stated was an essential difference, as it went to snow that private corporatios shad the power to have resolutions passed by the public corporation.

The Judge stated that he would not interfere in any case that had been already passed upon by a court of

equal jurisdiction.

Mr. Busteed said it gave him great pleasure to hear

Mr. Busteed said it gave him great pleasure to hear the judicial at nouncement.

Mr. Greene C. Bronson then proceeded to trace the differences between the case before the Court and the one that had been decided by Judge Brady. In the other case, the Railrond Company had defended themselves on the ground of public convenience, and in this case the plaintiffs had proof that the Company was not a public convenience, which proof was not before the Court of Common Pleas. The second difference was in the charge of brillery.

in the charge of bribery.

Judge Sutherland said the only questions in his mind were whether he had power to restrain the legislative were whether he had power to restrain the legislative action of the Common Council; whether the act of the Common Council was a legislative act, and whether the question of legislation before him had not been already passed upon by Judge Brady. The plaintiffs should show the distinction between the case on that point and the defendants should answer.

Mr. Busteed made a preliminary objection, that as the only difference in the complant was the allegation of briberry, and as that allegation was founded on information and belief, the proceedings should go no further.

further.

The Judge said that point came up on the merits, and not as an objection. If the facts were the same as in the case before Judge Brady, it would be proper for him to grant an injunction, when that Judge had

Mr. Hutchins was commencing to read the affidavits Mr. Hutchins was commencing to read the amarvice charging bithery, when Mr. Busteed objected, saying that the papers which contained such into mous scau-dals, winch would be promulgated throughout the land, should not be read at this stage of the proceed-

Mr. Waldo Hutchins, however, read the affidavit of Mr. Waldo Hutchins, however, read the affidavit of Mr. Whitney, the plaintiff, which recited tout he had nothing in common with the suit of Ten Eyck, already passed upon by the Court of Common Pleas. The affidavit of J. W. Whitney was also read, which set forth that the papers in the case had been prepared as soon as possible, and that they had not been held back with any reference to Judge Brady's decision in the suit of Ten Eyck and wife before him. Deponent further stated that since the service of the papers he had diligently endeavored to procure additional affidavits in reference to the charge of bribery against the Corporation; that deponent waited apon three of the Directors of the Harlem Railroad Company, and requested them to make deposition in this action as to Directors of the Hariem Kaifroad Company, and acquested them to make deposition in this action as to the charge of bribery of the Common Council, and at the same time handed a written request for sail persons to make such deposition, but that each of said directors refused so to do; that deponent applied on Monday last to some of the members of the corporation, and others, to make their deposition, deponent knowing that such persons could give important evidence on that subject, but that all said persons refused detec on that subject, but that all said persons refused to do so, excepting one of them, who agreed to do so, but afterward failed to keep his promise; that deponent requested the Superintendent of the Harlem Railroad Company to make his deposition, and that he promises to meet deponent at the depot of the Harlem Railroad Company; but while deponent went for a Commissioner of Deeds, the said Superintendent left. Deponent stated that if time was allowed him to take out a commission amborized in such cases, he would

out a commission authorized in such cases, he would be able to procure much important testimony relative to the charge of corruption.

Mr. Field then proceeded to show the difference be-

Mr. Pieut the proceeded.

Mr. O'Coner and Mr. Busteed answered Mr. Field, and contended that there was really no essential difference in the facts in the cases.

The Judge said the points to be decided upon were, and the process of the points of the decided upon were. The Judge said the points to be decided upon were, whether the resolution in question was a legislative one, and whether the Court had power to restrain such legislative action as the passage of the resolution. The question did not turn upon the bribery, but upon the law. Yet the plaintiffs should have a chance to prove the bribery after the question of law had been decided. The Court, therefore, ordered the case to be heard of the merits.

Mr. Hutchins then read the affidavits of the plaintiff, which were the same as those used in the Court of Common Pleas, with the exception of the allogation of the bribery on the part of the Common Council.

Mr. Novesthen read the affidavits of the Company

a opposition, which recited that deponents were in he habit of riding in the cars of the Company, and but the passage through the tunnel was not injurious

to the health of the passengers.

The papers in the Ten Eyck case, and the opinion of Judge Brady or the same, were then put in evidence

for the Railroad Companies, and also the affidavits of Allan Campbell and others, which were used in the Cournon Pleas.

After Mr. Noves had concluded the reading, the Court adjourned till Friday at 94 a.m.

Court adjourned till Friday at 94 a. m.

SUPERIOR COURT—Special Trans—Oct. 7.—Before
Judge Horrman.

FRACTICE—WHEN A COUNTER CLAIM CAN BE SUSTAINED.

The Xenia Branch of the State Bank of Ohio agt. James Lee
and Benjamin C. Lee.

Motion to strike out a counter claim in an answer.
The paintiffs, a corporation greated by the laws of Ohio, sliege
that trey became possessed of certain bills of examine and acceptanoes (which they enumerate), by taking and dissounting
them in the regular course of business: that to fa tiltate the
collection of them, they incorred and trust Company at its
effice in New York; that such Company was only attherized to
collect and pay the proceeds to the plaintiffs, without power to
sell, piedge or otherwise dispose of Item; that such Company
was indebted to the defendants for money loa ed upon neary
nous interest, and transferred and delivered the bills and scooptances in question to the defendants are collateral security for
such usernous and proceedes it indebtedieness; that the defendants
took the same, with knowledge that they were the property of
transfer the same.

A strate of Obio is then set forth, under which the plaintiffs

insfer the same. A statute of Obio is then set forth, under which the plaintiffs

the transaction out of which the plaintiffs' claim arises, or on which it is founded, is the delivery to or possession by the defendants of the bills in question.

The case of the plaintiffs is, that such delivery and possession gave no title to the defendants; the claim of the defendants is, that it vested in them a full right to the bills and their avails, and necessarily to all remedies against all parties to them. Thus the plaintiffs' claim and the defendants' demand seem strictly to spring from the same transaction, although other circumstances at uning that transaction will make the case turn in favor of the one or the other.

Again, what meaning is to be given to the broad language, "or counceted with the subject of the action i" The subject of the school is the possession and right to the bills. The

the one or the other.

Again, what meaning is to be given to the broad language, "or connected with the subject of the action is the possession and right to the bills. The cause of action of the planning is the life-gal withholding of them by the defendants. The cause of action of the planning is the life-gal withholding of them by the defendants. The cause of action of the defendants is the legality of their poss-sion and ownership. The cause of each is connected with the same subject.

The legal character of a counter claim, under the Code, was fully discussed in the case of Glenson act. Moser (2 Duer Rep. 822). It is such a cause of action as, under the former system, would have sustained on action at law or a suit in equity, against the plaintiff on record. The old set off is comprised; any claim or extinct, scaled or unscaled, and whether the damages are inquidated or unfiquidated, is included; and also, my breaches by the plaintiff of any promise or contract on his part contained in the contract sued upon; any equitable relief against a legal demand formerly attainable by a bill in Chancerry; and any affirmative relief which, in equity saits, could be had by a cross bill. Comprehensive as this description of a counter claim is, and clearly as it defines the leave at least in our Court, it perhaps does not, by any logical infer new, include precisely the present case. Certainly, however, there is nothing to exclude its being comprised within the legal acops and meaning of a counter claim.

In the case of The Mayor of New York agt, Maybie (3 Kernan R. 151), it was held, independently of the Code, that in an action by a lease for rent, the leaves might recover damages sustained by a breach of an implied covernant for quiet enjoyment. In the Code, it might not be done, but the case depended upon the law before the Code.

In Drake act, Cockroft (10 Howard Rep. 377), the action was

t might not be done, but the Coler. Take agt. Cockroft 10 Howard Rep. 377), the action was at reserved in a lease, and the defendant set up a claim mages resulting from the plannid's breaking open a per of premises hired, and taking away certain personal ty. This, it was held, he could not do. A mere tree as no more connected with the subject of an action a for cent than an assault and buttery of the tenant by the day would be.

landard would be.

Mr. Justice Woodruff, in delivering the opinion of the Court,
states propositions fully coextensive with the principe of the
decision in The Mayor, &c. agt. Maybie, subsequently made,

decision in The Mayor, &c. agt. Maybie, subsequently made, (See page 382). In Asims agt. Hearne (3 Abbott Rep. 184); Justice Emmott thought that a counter claim could not be sustained upon the follow lim far for The plaintiff such for damages for the conversion of a ring. The defendant alleged an exchange of rings, can he be kept until the other should be returned, and ayored a tender of the one and demand of the other, and asked judgment for his ring or its value.

claim.

It is apparent, that the alleged counter claim did not arise from the same transaction, and was not connected with the subject of the plaintiff's a tion, except in the most indefinite and remote namer, as relating to the land. But the learned Judge does state, that in an action of fort, previous to the Code of 1352, each of sweet not allowed; nor are they now allowed as counter claims, under the second sub-division of section 150 of the Code of 1852 Counter claims under the Code of 1852, each section to the Code act of the Code and recoupments, as they were understood prior to the Code. the Code.

Assuming that in a pure action of tort, as bef re understood,

no counter claim for a tort is permissable, we do not a rule which would clearly exclude a claim to or upon Jrs persy or chose in action, by contract express of when the plaintiff's demand is to recover that prop when the plaintiff's demand is to recover that property or the value. And, as I days before endeavored to show, every cascutal element, either in relation to the transaction or subject matter, required by the Code, is in this case found to exist.

I think the counter claim is properly set up within the Code, and the motion must be denied. Order accordingly.

Mr. W.m. Stanley for plaintiffs; Mr. Seward for defendants.

Mr. Wm. Stanley for plaintiffs; Mr. Seward for defendants.

COURT OF COMMON PLEAS—Oct. 7.—Before Judge Hilton.

SUIT FOR PAINTING A FORTRAIT OF A LADY.

Jeremiah Gurney agt. Elias Howe.—Plaintiff is & Photographic artist in Broadway. He was for \$750 for painting the pottrait of defendant's wife. He alleges that defendant ordered it and when it was finished expressed his satisfaction with it, but has since refused to take and pay for it.

Defendant replies that at the time of the order for the picture was given plaintiff agreed that the price should not exceed \$250. He denies that he expressed his satisfaction with it, but that on the coutrary, he repudiated the same; that after his refusal to take it plaintiff appropristed it to his own use and exhibited it at various public places as a sign. In conclusion he states that the picture is not worth one-seventh part of the sum claimed for it. for absolute of the same claim.

Osborn for plaintiff; Goodman for defendant.

COURT OF COMMON PLEAS-SPECIAL TERM.—Oct. 7.— Before Judge Brany.—Decisions. Stanley sgt. Curnen.—Motion granted. Bordsderff agt. Brampton.—Motion denied, with \$10 coers. to abide event, and with liberty to renew.

UNITED STATES CIRCUIT COURT—Oct. 7.—Before

UNITED STATES CIRCUIT COURT—Oct. 7.—Before Chief-Justice Nations.

DECISIONS IS REVENUE CASES.

Journal H. Bannendahl agt. H. J. Redfield: Carl Bockhacher et al. act. Same; Carl Waitthausen act. Same; H. Hewman et al. act. Same; Jules Scheidt agt. Same; Robert Waidthausen act. Same.

The following opinion is in the first of the above nits. In the other suits the same order was made:

This was an action to recover back a penalty paid the Colector under protect, imposed under the 15th section of the act if 182, 65b per cent on duties for undervaluation. The planific diams to have been a manufacturer of the goods imported, and therefore not subject to the above penalty as coming within he section aforesaid; also, that the respirals abould have been inder the acts of 1823 and 1830.

Redf. That the respirals was properly made under the act.

the section shortest and 1830. Held, That he respectively made under the act of 1823 and 1830.

Held, That the respectively as properly made under the act of March 5d, 1851, which applies to all goods imported by the manufacturer as well as by the purchaser; and further, that the 17th section of the act of 1842 is general, and not limited to the case of the importation of purchased woods, but applies to all goods imported, and authorizes the penalty of 50 of cent for under-valuation of all goods imported other than those purchased, which latter are provided for by the fall section of the act of 1846, imposing a penalty of 50 of cent, on appraised value.

Judgment for defendants upon the question reserved in the case made.

COURT OF SPECIAL SESSIONS Oct. 7. - Before Justices

COURT OF SPECIAL SESSIONS OCT. 7.—Before Justices Ossons, Wetter and Kelley.

Frederick Burns, assentit and battery: Penitentiary, 2 mouths. Patrick Connell, assant and battery: Penitentiary, 2 mouths. Patrick Connell, assant and hattery; fined \$5. Ann Brown, stealing a watch; Penitentiary, 6 mouths. Ann Campbell, at along three dresses: Penitentiary, 6 mouths. Patrick Hart, stealing pocket knives; remandes. John Lane, defrauding Gacoupany; fined \$50. Mary Murphy, stealing a pillow; Penitentiary, 4 mouth. Elias D. Ranfonan, stealing shirts; judgment usare deed. John A. Lane, defrauding Gacoupany; fined \$50. Mary Murphy, stealing a pillow; Penitentiary, 4 mouth. James Marshall, stealing a wheel; Penitentiary, 2 mouths. John Smith, stealing a servings, &c.; Penitentiary, 2 mouths. Mary Marshall, stealing a chirt; judgment to the penitentiary and the penitentiary and the penitentiary funed \$5. Sarak Dougherty, assant and battery; fined \$5. Cornelius McDermott, assant and battery; fined \$5. Cornelius McDermott, assant and battery; fined \$10. Mary McCarty, assault and battery; fined \$10.

COURT CALENDAR—THIS DAY.

SUPREME CORRT—CIRCUIT—PART I.—Nos. 757, 129, 1827, 2501, 2540, 2573, 3581, 5784, 4121, 4169, 4653, 4489, 4584, 4654, 4654, 4654, 4670, 4687, 4771, 4605, 4624, 4694, 6705, 5700, 5802, 5814, 5468, 5468, 5467, 4771, 4605, 4624, 4694, 6705, 5900, 5812, 5814, 5468, 5468, 5467, 4771, 4605, 4624, 4627, 4607, 5007, 5007, 5008, 5812, 5829, 5829, 5829, 5821, 5807, 5007, 5008, 5812, 5829, 5829, 5821, 5807, 5007, 5008, 5812, 582, 5820, 5822, 5820, 5822, 5820, 5822, 5820, 5822, 5820, 5822, 5820, 5822, 5820, 5822, 5820, 5822, 5826, 5820, 5822, 5826, 5820, 5822, 5826, 5820, 5822, 5826, 5820, 5822, 5824, 5826, 5822, 5822, 5820, 5822, 5824, 5826, 5822, 5822, 5822, 5820, 5822, 5824, 5823, 5822, 5824, 5824, 5822, 5822, 5822, 5822, 5822, 5820, 5822, 5824, 5824, 5822, 58

THE KANSAS GOLD MINES.

From The St. Lewis Republican, Oct. 5.

Our reference a few days since to the gold diggings reported to exist in the region of Pike's Peak was in full view of the several accounts that have reached us through a variety of channels. The general tenor of these accounts justifies the opinion then expressed by us that there was good reason for believing these mines to be highly productive. They certainly indicate that such is the belief of almost all the residents on our frontier and the territories west of us; and, with the opportunities these have of judging as to the credibility of the reports from the mining region, it is hardly to be supposed that they have been deceived. It may fairly be argued that the excitement now pervading the people on our Western borders can be distinguished from those groundless excitements which have in two or three noted instances led off the miners in Chifornia on a "wild-goose chase." In the instances referred to the rush was immediate upon a few vague stories, the authors of which could scarcely be traced. But the existence of the diggings in the Pike's Peak country is vouched for by great numbers of persons who profess to speak from personal knowledge, and who are themselves vouched for as truthful men by those who ought to know them best. Different parties have come in from time to time, all bringing the same favorabe reports. Some of those who have come in intend to return immediately after refitting.

We allude again to this subject, because, among the latest accounts from the mines some of the reports are unfavaroble. One statement, already published by us from a Lexington paper, denounces the stories of these diggings as sheer humbug, and another paper in that neighborhood promises to publish a particular statement from a party of explorers who went out from Ray County last Spring and have just returned, thoroughly ratisfied, it is said, that the mines will not pay. It is certain, we believe, that, so far, the amount of gold dust brought from these diggings is inconsiderena

loss.

But, as already advised by us, those who are inclined to seek fortune in these mines, would do well to postpone their visit till next year. Prudence, in view of the hazards of a journey across the plains at this advanced senson, suggests such advice; as it also obviously suggests that, with the increased means of information which will be furnished them, parties can judge much better now how far the prospects warrant their going at all. their going at all.

PIKE'S PEAK A HUMBUG.

PIKE'S PEAK A HUMBUG.

From The Western Democrat, Harrison, Mo., Sept. 28.

On Wednesday evening last we had a long conversation with Mr. B. G. Johnson, an old citizen of this place, who had just returned from Pike's Peak, having left the mines on the 25th of July. Mr. J. is a very intelligent and reliable young man, well known to every person in this place and vienity. He left here in May last for the supposed gold regions, with the intention of going out with Capt. Bent, but being disappointed in the place of rendezvous, did not travel to Pike's Peak with that individual, but arrived on Cherry Creek the next day after Bent and his party. He went out with some twenty-seven gentlemen from Bates, Newton and Ray Counties, twenty-three of whom returned with him. He informs us that he and his party prospected on Cherry Creek some ten days, and saw others who had prospected from its head to the mouth, and that he neither saw nor heard of the "rich diggings," as reported by Mr. Cantrell and others; and he has no hesitancy in pronouncing the reported discovery of the "New El Dorado" a willful and premeditated fabrication.

Mr. J. says that he and his party prospected four miles in the vicinity of Pike's Peak, and saw others engaged in the same business, several of whom were old California miners, and also the two Mr. Pools of Ouchita notoriety, but failed to find sufficient deposite of gold to justify them in attempting to wash the dirt. He says that small particles of gold were found in all parts of the surrounding country, equal in quantity and quality on the bill-tops and in the valleys, on the

He says that small particles of gold were found in all parts of the surrounding country, equal in quantity and quality on the hill-tops and in the valley, on the beach and in the rivulet, in all cases on or a very few inches below the surface, and in no instance over four feet. He says that while there he never heard of any person washing out over \$2 in one day, and those who labored from morning till night did not average \$1 per day. We read to him a few articles which have appeared in our paper, Leavenworth, St. Joseph and Weston papers, and his only comment was that they were lies from beginning to end. He says that he saw six of the Lawrence party, on their return, at Council six of the Lawrence party, on their return, at Council Grove, and that they did not leave on account of ill health, but because they were disappointed and dis-

Mr. J. says that at no time has there been more than

ouraged.

Mr. J. says that at no time has there been more than 150 nen at the gold mines, and when he left, on the 15th of July, but 57 men all told could be found in the district possessed of sufficient hope and perseverance to longer remain; and that since leaving, and while on route for home, he heard from a reliable source that a large najority of those were on the roat to their respective homes; and at this time he does not believe that ten men can be found at Pike's Peak or vieinity.

Mr. J. says that it is not true that those men were destitute of mining tools, but, on the contrary, were well supplied with mining apparatus of the most approved style, such as picks, shovels, regular mining pans, rockers, sluice hoes, with tools to make "long tours" if needed. These were brought by old California miners for the purpose of mining extensively; but after a few days' trial, they were thrown aside as worthless in that region of country, as washing dirt would not pay. Mr. J. informed us distinctly that he was not going back, either this Fall or in the Spring, and that he heard no person who was there express or intimate any such intention, and is of the opinion that no such idea ever entered the head of a Pike's Peak adventurer.

We give the above as fact. We are personally ac-

in the ection of the set of 1842 is general, and not limited to the case of the importance of purchased woods, but amplifies to all goods imported, and authorizes the penalty of 50 4p cent. for undervaluation of all goods imported other thay those purchased, which latter are provided for by the 3th section of the set of 1846, imposing a penalty of 20 4p cent. on appraised value, Judgment for defendants upon the question reserved in the case made.

Jean Bojben et al. agt. Hunk Maxwell.—The protest is defenditive in not penning to the objection now taken to the payment of the additional day or penalty. It was confined exclusively to the appraisement. The objection now taken to the payment of the additional day or penalty. It was confined exclusively to the appraisement. The objection now taken to the points though have been presented in the protest and the attention of the Collector called to it.

Neither does the protest refer to any papers from which the Collector which the daying at or the objection now taken.

Judgment for defendant on the case made.

COURT OF GENERAL SESSIONS—futusoux—Before the Hon. Recogner Basaxab.

In the case of Martin Carney, charged with the